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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

DARRYL PAYNE, an individual,

Plaintiff,

v.

BARRY MANILOW, an individual;
BARRY MANILOW
PRODUCTIONS, a business entity;
STILETTO ENTERTAINMENT, a
business entity; GARRY C. KIEF, an
individual; JUDY GARLAND
HEIRS' TRUST, a business entity;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 2: 18-cv-3413

**COMPLAINT FOR (1)
COPYRIGHT INFRINGEMENT;
(2) DECLARATORY RELIEF;
AND (3) INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

Plaintiff Darryl Payne ("Plaintiff" or "Payne") alleges as follows:

NATURE OF ACTION

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2 1. Plaintiff brings this action seeking to put an immediate stop to, and to obtain
3 redress for, Defendants' blatant, intentional, and purposeful infringement of plaintiff's
4 copyright in one or more episodes of Plaintiffs' television series known as the Judy
5 Garland Show (collectively, the "Infringed Work" or "Show"). Plaintiff is the sole owner
6 of the separately registered copyrights for the territory of the United States of each of the
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8 twenty-six one-hour television episodes of the Infringed Work that were originally
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10 produced in 1963 and 1964 and broadcast nationwide by the CBS television network.
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12 2. This action states claims for copyright infringement, declaratory relief,
13 injunctive relief and damages against defendants Barry Manilow ("Manilow"), Barry
14 Manilow Productions ("Productions"), Stiletto Entertainment, ("Stiletto"), Garry C. Kief
15 ("Kief"), and the Judy Garland Heirs' Trust ("Trust"). Plaintiff is informed and believes
16 that said Defendants were fully aware of the wrongful nature of their conduct but
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18 repeatedly infringed upon Plaintiff's copyright during the three-year period immediately
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20 preceding the filing of this Complaint.
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22 3. Plaintiff is informed and believes that both Kief, as Trustee of the Trust, and
23 the Trust, while knowing that they did not own or have any rights whatsoever to the
24 Infringed Work, illegally licensed to or otherwise authorized use of the audio-video clips
25 from the Infringed Work by Stiletto and/or Productions and/or Manilow for the purpose
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27 of allowing Manilow to record and/or promote his album "My Dream Duets." Payne is
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1 informed and believes that (1) defendants Manilow, Productions, Stiletto, and Kief
2 created a promotional video for the My Dream Duets album that utilized the audio-video
3 performances embodied in the Infringed Work, including, without limitation, the
4 performance by Judy Garland of the song “Zing! Went the Strings of My Heart”; and (2)
5 Manilow utilized the audio-video clips during his live concert performances. Manilow’s
6 performance of the duets with Judy Garland at Manilow’s concerts was achieved by
7 displaying either projections or digital replications of the audio-video clips from the
8 Infringed Work on a large screen that the audience could view and listen to while
9 Manilow performed live on stage interacting with the exhibition of the Infringed Work.
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13 4. Plaintiff is further informed and believes that Kief, as Trustee of the Trust,
14 Chief Executive Officer (“CEO”) of Stiletto, President of Productions and the husband
15 and manager of Manilow, orchestrated the illegal licensing of or the improper
16 authorizations to use the Infringed Work and the exploitation of the same by Manilow in
17 his concerts. During the three-year period immediately preceding the filing of this
18 Complaint, Payne is informed and believes that defendants infringed on the copyright on
19 approximately 68 separate occasions, each before an arena audience of approximately
20 15,000 to 20,000 persons.
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25 5. On or about June 3, 2016, Kief and the Trust, in furtherance of their efforts
26 to deprive Payne of his copyright interest in the Infringed Work, caused a separate Notice
27 of Termination to be recorded in the United States Copyright Office concerning each of
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1 the 26 episodes of the Show. Each such Notice states that it is based on 17 U.S.C. section
2 203 and purports to terminate Payne's copyright in each episode of the Show effective
3 June 1, 2018. Each such Notice is without legal effect in that (1) the Infringed Work was
4 a "work made for hire," (2) the Infringed Work was produced before 1978; and (3) the
5 Notice was not timely filed. However, each such Notice demonstrates Defendants' guilty
6 knowledge that at the time they licensed or exhibited the Infringed Work they did not
7 have the right to do so. Moreover, and importantly, each such Notice disparages
8 Plaintiff's ownership of the copyrights and significantly impairs Plaintiff's ability to
9 market and promote the Infringed Work.
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13 6. In addition to its claim for copyright infringement, Payne seeks a declaration
14 that he is the sole owner of the copyright to the Infringed Work and that defendants, and
15 each of them, have no interest in the Infringed Work and lack the authority to exploit the
16 same. Further, Plaintiff seeks injunctive relief to stop further infringement on Plaintiff's
17 copyright and to prevent further disparagement of plaintiff's title to the Infringed Work.
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20 JURISDICTION AND VENUE

21 7. The within Complaint is a civil action seeking damages and injunctive relief
22 for copyright infringement under the Copyright Act of the United States, 17 U.S.C. §
23 101, et seq.
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25

26 8. This Court has subject matter jurisdiction over this copyright infringement
27 action pursuant to 28 U.S.C. §§ 1331 and 1338(a).
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1 owned, in whole or in part, by defendant Manilow. Plaintiff is informed and believes that
2 Productions is responsible for the production of Manilow's concert tours.

3 14. Plaintiff is informed and believes that defendant Kief is an individual
4 residing in California and is Manilow's husband, Manilow's manager, the President of
5 Productions, the CEO of Stiletto, and the Trustee of the Trust.
6

7 15. Plaintiff is informed and believes that defendant Stiletto Entertainment is a
8 business entity of unknown form that acts as a manager for Manilow and, in said
9 capacity, arranges for the licensing of or obtaining clearances for the music performed by
10 and the video recordings exhibited by Manilow during his concerts. Plaintiff is informed
11 and believes that Stiletto is owned or controlled by Kief.
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14 16. Plaintiff is informed and believes that the Trust was formed by or on behalf
15 of the children of the late entertainer Judy Garland (i.e., Liza Minelli, Lorna Luft and
16 Joey Luft) to exploit the assets of Judy Garland's estate, including the licensing of video
17 and audio recordings of her work. Plaintiff is unaware of the role, if any, of said children
18 in the control or business operations of the Trust.
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21 17. The true names and capacities, whether individual, corporate, associate or
22 otherwise, of defendants sued herein as Does 1 through 10, are unknown to Plaintiffs,
23 who therefore sue said defendants by such fictitious names (the "Doe Defendants").
24 Plaintiffs will seek leave of Court to amend this complaint to state their true names and
25 capacities when they have been ascertained.
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1 the Infringed Work when Kingsrow on December 26, 1979 assigned some or all of its
2 interest in the Show to Luft. Between 1990 and 1992, Luft renewed the copyright
3 registrations for each episode of the Infringed Work. (See Exhibit A hereto.) In said
4 registration renewals, Luft claimed ownership of each episode of the Infringed Work as
5 the “Proprietor of Copyright in a work made for hire.”
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7
8 22. On July 1, 1997, Luft and Kingsrow transferred all of their respective
9 interests in the Show to Luft’s wholly owned company, Celebrity Music Company, Inc.
10 (“Celebrity Music”). On July 7, 1997, Celebrity Music sold all its interest in the Infringed
11 Work with respect to the territory of the United States to Classic World, Inc., an Illinois
12 corporation (“Classic World”). Classic World was wholly owned and controlled by
13 Plaintiff Payne. Classic World paid approximately \$960,000 for the rights to the Show.
14
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16 23. After Classic World’s acquisition of its ownership interest in the Infringed
17 Work, it entered into an agreement (hereinafter, the “Purchase Agreement”) to sell all of
18 its rights in the Show to Cakewalk Productions, Inc. (“Cakewalk”).
19

20 24. In the meantime, Luft filed suit in the United States District Court for the
21 Southern District of New York against Payne, Classic World and Cakewalk (Case No.
22 1:98-cv-04932-LAP (“New York Action”) in an attempt to reclaim title to the Infringed
23 Work. The parties filed various Counterclaims and Cross-Claims. On October 28, 1998,
24 Chief Judge Loretta A. Preska of the Southern District of New York, ordered Luft to
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1 deliver the proposed copyright assignment conveying all U.S. rights to the Judy Garland
2 Show to Cakewalk Productions, Inc. and to deliver the master recordings to it.

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4 25. On March 1, 1999, a further order by Chief Judge Preska was issued
5 ordering

6 “that Luft and each of his respective subsidiaries, affiliates, related entities,
7 assigns, etc., are enjoined from claiming, publicizing or otherwise
8 communicating to anyone other than his attorneys in private that he is the
9 lawful owner of the copyrights set forth in Exhibit A (‘The Rights’ [to the
10 Infringed Work]), or interfering with CPI’s [Cakewalk’s] exercise of The
11 Rights; from making any statement to the effect that during the applicable
12 time any entity other than CPI [Cakewalk] was the rightful owner of The
13 Rights; from asserting claims, including legal action, against any entity for
14 infringement of The Rights.”
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19 26. On July 30, 1998, pursuant the Purchase Agreement as modified by a partial
20 settlement agreement approved by order of Chief Judge Preska in the NY Action, Classic
21 World transferred and assigned to Cakewalk solely for the territory of the United States,
22 100% of its interest in the Show, excluding DVD, theatrical rights and clip rights.
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25 27. A final Settlement Agreement between Cakewalk and Classic World was
26 executed on May 5, 1999, pursuant to which Cakewalk granted to Classic World
27 “exclusive video rights” (i.e., the combination of the audio and visual elements of the
28

1 Show), exclusive broadcast rights and exclusive clip rights (subject to limited exceptions
2 not applicable here). The audio rights only (i.e., the sound recordings when not used in
3 conjunction with visual elements of the video) were retained by Cakewalk.
4

5 28. The net result of the transactions between Classic World and Cakewalk was
6 that Classic World retained the video rights (i.e., the audio and visual elements) for the
7 Infringed Work for the United States. Cakewalk retained only the right to exploit the
8 original audio tracks (i.e., the sound recordings when not used in conjunction with the
9 visual elements of the video for the Infringed Work) contained on the master recordings.
10

11 29. The District Court entered judgment on July 28, 1999 ordering, in part, that
12 the Complaint filed by Luft be “dismissed with prejudice.” On February 28, 2000, in
13 connection with a contempt citation for violation of the court’s prior orders, Chief Judge
14 Preska ordered Luft to deliver the assignments conveying all United States rights to the
15 Infringed Work to Cakewalk by a date certain and imposed a \$10,000 a day fine for each
16 day that he failed to comply. Luft complied with said Order. Finally, on March 7, 2000,
17 in the New York Action, Luft was ordered to withdraw any claim of ownership to the
18 copyrights for the Infringed Work that he had asserted in a separate action known as *Luft*
19 *v. Miramar* then pending in the United States District Court for the Central District of
20 California.
21

22 30. After the entry of Judgment, Payne engaged and paid a third-party
23 engineering company approximately \$350,000 to digitize the master videotapes of the
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1 Show and to enhance both the audio and visual elements of the video recordings
2 (“Enhanced Recordings”) of the Show.

3 31. Classic World filed for Chapter 7 Bankruptcy in 2005, and in 2006, Payne
4 filed for personal bankruptcy.

5
6 32. On August 19, 2008, in the Classic World bankruptcy, the court authorized
7 the bankruptcy trustee in Classic World’s bankruptcy to abandon **all** the assets of Classic
8 World, including the copyrights to the Show and the “Video Master Collections of Judy
9 Garland television show masters.” It further ordered, “that entry of this Order shall be
10 deemed to constitute the abandonment of said property by the Trustee.”
11

12
13 33. On May 8, 2009, the bankruptcy court for Payne’s personal bankruptcy
14 ordered the Bankruptcy Trustee to abandon in favor of Payne all of Payne’s interest in the
15 stock of Classic World.
16

17 34. On May 9, 2009, Classic World assigned all its assets to Payne.
18
19 Consequently, Plaintiff personally owns the Infringed Work and all associated rights in
20 the United States for their exploitation except for the audio-only tracks of the
21 performance of musical compositions.
22

23 **Acts of Infringement**
24

25 35. Plaintiff is informed and believes that defendant Manilow created in 2014 a
26 sound recording for an album entitled “My Dream Duets,” that incorporates portions of
27 the Enhanced Recordings audio tracks taken from the Show. In connection with the
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1 promotion of the “My Dream Duets” album, Plaintiff is informed and believes, the
2 Defendants created a video (“Promotional Video”) that is linked to the official website of
3 Barry Manilow. Plaintiff is further informed and believes said video incorporates
4 performances by Manilow with the audio-video clips of the Show that include
5 performances by one or more artists including, without limitation, Judy Garland singing
6 “Zing! Went the Strings of my Heart,” extracted from the Enhanced Recordings of
7 episodes 10 (Copyright Registration No. LP0000027589; Renewal Registration No.
8 RE0000561830) and/or 14 (Copyright Registration No. LP0000027593; Renewal
9 Registration No. RE0000561834) of the Infringed Work. Plaintiff is informed and
10 believes that thousands of members of the public have accessed said link and viewed the
11 Promotional Video during the three-year period immediately preceding the filing of the
12 Complaint in this matter and, as a consequence of the viewing of the Promotional Video,
13 purchased in CD format or for downloading or streaming the sound recordings contained
14 in the My Dream Duets album. The Promotional Video, which infringes on Plaintiff’s
15 copyright, may be viewed at the following link:

16 [https://www.youtube.com/watch?v=rC2BFYD931U&list=PLu1c0oXJ2zPq3axibaRPMg-](https://www.youtube.com/watch?v=rC2BFYD931U&list=PLu1c0oXJ2zPq3axibaRPMg-rPVxtkXTHK&index=2)
17 [rPVxtkXTHK&index=2](https://www.youtube.com/watch?v=rC2BFYD931U&list=PLu1c0oXJ2zPq3axibaRPMg-rPVxtkXTHK&index=2)

18 36. Plaintiff is informed and believes that within the three-year period
19 immediately preceding the filing of this Complaint, Kief, acting in his capacity as Trustee
20 of the Trust, purported to license to or otherwise authorized the use of one or more
21

Enhanced Recordings clips of the Infringed Works by the remaining defendants for exploitation as part of Barry Manilow's concert performances.

37. Plaintiff is informed and believes that Defendants incorporated elements of the Infringed Work into live performances by Manilow during concerts performed in the United States during the three-years immediately preceding the filing of this Complaint.

38. Plaintiff is informed and believes that Kief and the Trust, knowingly, willfully, intentionally and purposefully, in disregard of and with indifference to Plaintiff's rights in the Infringed Work, illegally licensed to or otherwise authorized the use of clips from the Infringed Work by Stiletto and/or Productions and/or Manilow for the purpose of allowing Manilow to sing duets at his concerts with one or more of the stars appearing on the Infringed Work, including without limitation, Judy Garland. The performance of the duets was achieved by displaying either projections or digital replications of the Enhanced Recordings clips from the Infringed Work on a large screen that the audience could view Judy Garland's performance and listen to the synced sound recording of said performance while Manilow performed live on stage interacting with the exhibition of the Infringed Work.

39. Plaintiff is further informed and believes that Kief, as Trustee of the Trust, Chief Executive Officer of Stiletto, President of Productions and the husband and manager of Manilow, orchestrated the illegal licensing or authorization of the use of the Infringed Work by Manilow in his concerts. Payne is informed and believes that

1 Defendants during the three-year period immediately preceding the filing of this
2 Complaint infringed on the copyright on approximately sixty-eight (68) separate
3 occasions, each before an arena audience of about 15,000 to 20,000 ticket holders.
4 Examples of a few of the many performances can be viewed on youtube.com at the
5 following addresses:
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7 <https://www.youtube.com/watch?v=c44QO0Lrbi8>

8 <https://www.youtube.com/watch?v=8yHiSLQ3zQQ>

9 <https://www.youtube.com/watch?v=ipZcXtPh5RA>

10 **Disparagement of Title**

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12 40. On or about June 3, 2016, Kief and the Trust, in furtherance of their efforts
13 to deprive Payne of his copyright interest in the Infringed Work, caused a Notice of
14 Termination of Rights to be recorded in the United States Copyright Office purportedly
15 based on 17 U.S.C. section 203 with respect to each of the 26 episodes of the Show
16 (collectively, the “Notice”). (See Schedule of Termination Notices attached hereto as
17 Exhibit B and incorporated herein by this reference.) The Notice purports to terminate
18 Payne’s copyrights in the Infringed Work effective June 1, 2018. The Notice is without
19 legal effect in that it does not satisfy the statutory requirements for a termination of rights
20 because, among other reasons, (1) the Infringed Work was a “work made for hire,” (2)
21 the Infringed Work was produced prior to 1978; and (3) the Notice was not timely filed.
22 The Notice does, however, demonstrate Defendants’ guilty knowledge that at the time
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1 they licensed or otherwise authorized the use and exhibition of the Infringed Work as
2 alleged in paragraphs 35 through 39 of this Complaint, they did not have the right to do
3 so.
4

5 **COUNT I**
6 **COPYRIGHT INFRINGEMENT**
7 **(17 U.S.C. §§ 106 and 501)**
8 **(By Plaintiff Against Defendants)**
9

10 41. Plaintiff incorporates herein by this reference each and every averment
11 contained in paragraphs 1 through 40, inclusive.
12

13 42. Through their conduct averred herein, Defendants have infringed Plaintiff's
14 copyright in the Infringed Work in violation of Sections 106 and 501 of the Copyright
15 Act, 17 U.S.C. §§ 106 and 501.
16

17 43. Defendants' acts of infringement are willful, intentional and purposeful, in
18 disregard of and with indifference to Plaintiff's rights.
19

20 44. As a direct and proximate result of said infringement by Defendants,
21 Plaintiff is entitled to damages in an amount to be proven at trial.
22

23 45. Plaintiff is also entitled to Defendants' profits attributable to the
24 infringement, pursuant to 17 U.S.C. § 504(b), including an accounting of and a
25 constructive trust with respect to such profits.
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1 States Copyright Office and purportedly served on the grantees with respect to Judy
2 Garland's alleged grant of rights to Kingsrow in 1963 and 1964. The Notice states that
3 the termination of rights is to be effective on June 1, 2018. (See Exhibit B.)
4

5 51. Section 203 of the Copyright Act permits (except for works made for hire)
6 authors (or, if the authors are not alive, their surviving spouses, children or grandchildren,
7 or executors, administrators, personal representatives or trustees) to terminate grants of
8 copyright assignments and licenses that were made on or after January 1, 1978 when
9 certain conditions have been met. Notices of termination may be served no earlier than
10 25 years after the execution of the grant or, if the grant covers the right of publication, no
11 earlier than 30 years after the execution of the grant or 25 years after publication under
12 the grant (whichever comes first). However, termination of a grant cannot be effective
13 until 35 years after the execution of the grant or, if the grant covers the right of
14 publication, no earlier than 40 years after the execution of the grant or 35 years after
15 publication under the grant (whichever comes first).
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20 52. Plaintiff is informed and believes that Kief and the Trust contend that the
21 recordation and service of the Notice of Termination of Transfer of Rights terminate
22 effective June 1, 2018, the rights held by Payne as the assignee of the rights originally
23 granted to Kingsrow. Plaintiff disputes said contentions.
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26 53. Plaintiff contends that the Notice is without legal effect because, among
27 other things, (1) the Infringed Work was a work made for hire; (2) the Notice was not
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1 filed within the statutory period; and (3) Section 203 of the Copyright Act only applies to
2 works created after 1978 and the Show was created in 1963 and 1964. Plaintiff is
3 informed and believes that Kief and the Trust dispute said contentions.
4

5 54. An actual controversy exists between Payne, on the one side, and Kief and
6 the Trust, on the other side. By the terms and provisions of Rule 57 of the Federal Rules
7 of Civil Procedure and 28 U.S.C. sections 2201 and 2202, this court is vested with the
8 power to declare the rights and liabilities of the parties hereto and to grant such relief as it
9 deems necessary and proper.
10
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12 **COUNT III**

13 **(Injunctive Relief)**

14 **(Against Kief and the Trust)**

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16 55. Plaintiff incorporates herein by this reference each and every averment
17 contained in paragraphs 1 through 33, and 50 through 54, inclusive.
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19 56. Defendant Kief's and the Trust's efforts to terminate plaintiff's copyright
20 and their conduct in purportedly licensing or authorizing the use of the Infringed Work
21 have cause and will continue to cause great and irreparable injury to Plaintiff. Such
22 conduct by said defendants casts doubt on the ownership of the copyright to the Show
23 and greatly impairs the ability of Plaintiff to market the Infringed Work.
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1 57. Plaintiff is informed and believes that unless ordered not to do so by this
2 Court, Keif and the Trust will continue to disparage Plaintiff's title to the Infringed Work
3 and will adversely impact Payne's ability to exploit the Infringed Work.
4

5 58. Defendants' wrongful conduct, unless and until enjoined and restrained by
6 order of this court, will cause great and irreparable injury to Plaintiff.
7

8 59. Plaintiff has no adequate remedy at law for the injuries currently being
9 suffered in that the Recording of the Notices of Termination with the United States
10 Copyright Offices disparages Plaintiff's title to the Infringed Work and will discourage
11 potential customers from doing business with Payne regarding the Infringed Work.
12 Moreover, it will be impossible for Plaintiff to determine the precise amount of damage
13 which he will suffer if defendants' conduct is not restrained and Keif and the Trust are not
14 ordered to withdraw the Notices and cease claiming ownership of the Infringed Work.
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18 60. Plaintiff requests that the Court issue a preliminary and permanent
19 injunction that Kieth and the Trust and each of their respective subsidiaries, affiliates,
20 related entities, assigns, agents and successors in interest be (1) enjoined from claiming,
21 publicizing or otherwise communicating to anyone other than their respective attorneys in
22 private that the Trust is the lawful owner of the copyrights set forth in Exhibit A ("The
23 Rights") or interfering with Payne's exercise of The Rights; from making any statement
24 to the effect that any entity or individual other than Payne was or is the rightful owner of
25 The Rights; from asserting claims, including legal action, against any entity for
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1 infringement of The Rights; and (2) ordered to withdraw each Notice of Termination
2 recorded by them with the United States Copyright Office with respect to the Infringed
3 Work identified in Exhibit A to this Complaint.
4

5 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of
6 them, jointly and severally, as follows:
7

8 **On the First Count:**

9 1. For damages in such amount as may be found, or as otherwise permitted by
10 law.
11

12 2. For an accounting of, and the imposition of a constructive trust with respect
13 to, Defendants' profits attributable to their infringements of Plaintiffs' copyright in the
14 Infringed Composition.
15

16 3. For a preliminary and permanent injunction prohibiting Defendants, and
17 their respective agents, servants, employees, officers, successors, licensees and assigns,
18 and all persons acting in concert or participation with each or any of them, from
19 continuing to infringe Plaintiffs' copyright in the Infringed Composition.
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22 **On the Second Count:**

23 4. A declaratory judgment that Payne is the sole owner of the copyright to the
24 audio-video recordings of the Judy Garland Show television series for the United States
25 except with respect to the audio-only tracks of the music performed on said show and that
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1 the recording of the Notice of Termination of Rights is void and without legal force or
2 effect.

3 **On the Third Count:**

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5 5. For a preliminary and permanent injunction that defendants Keif and the
6 Trust and each of their respective subsidiaries, affiliates, related entities, assigns, agents
7 and successors in interest be (1) enjoined from claiming, publicizing or otherwise
8 communicating to anyone other than their respective attorneys in private that the Trust is
9 the lawful owner of the copyrights set forth in Exhibit A ("The Rights") or interfering
10 with Payne's exercise of The Rights; from making any statement to the effect that any
11 entity or individual other than Payne was the rightful owner of The Rights; from asserting
12 claims, including legal action, against any entity for infringement of The Rights; and (2)
13 ordered to withdraw each Notice of Termination recorded by them with the United States
14 Copyright Office with respect to the Infringed Work identified in Exhibit A to this
15 Complaint.
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20 **On all Counts:**

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22 6. For prejudgment interest according to law.

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24 7. For Plaintiffs' reasonable attorneys' fees, costs, and disbursements in this
25 action as permitted or required by law or equity.

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8. For such other and further relief as the Court may deem just and proper.

DATED: April 23, 2018

W. GARY KURTZ
LAW OFFICES OF W. GARY KURTZ

/s/ W. Gary Kurtz

W. GARY KURTZ
Attorney for Plaintiff Darryl Payne

DEMAND FOR JURY TRIAL

Plaintiff Darryl Payne hereby demands a trial by jury on all claims so triable.

DATED: April 23, 2018

W. GARY KURTZ
LAW OFFICES OF W. GARY KURTZ

/s/ W. Gary Kurtz

W. GARY KURTZ
Attorney for Plaintiff Darryl Payne